

ZB# 75-13

First Chartered Savings

65-2-16.1

Public Hearing
May 24, 1976. - 8 p.m.
Notice to Paper 5/13/76

Fee paid 5/14/76.

Notice to County 5/20/76

Fee Sent to T.C. on 6/8/76.

File - Town
Clerks
Office

GENERAL RECEIPT

2843

76-13

Town of New Windsor, N. Y.

Received of Chartered Savings & Loan June 8, 1976
Twenty five and 00/100 \$ 25.00
Variance Application Fee Dollars

DISTRIBUTION

FUND	CODE	AMOUNT
25.00		
Check		

BY

Charlotte Marcantonio
Deputy

TITLE

WILLIAMSON LAW BOOK CO., ROCHESTER, N. Y. 14609

65-2-16.1

ZONING BOARD OF APPEALS : TOWN OF NEW WINDSOR

In the Matter of the Application of
THE FIRST CHARTERED SAVINGS & LOAN ASSOCIATION
for a sign variance.

DECISION GRANTING
A SIGN AREA VARIANCE
#76-13.

WHEREAS THE FIRST CHARTERED SAVINGS & LOAN ASSOCIATION, located at No. 21 North Broadway, Nyack, New York, through its architect, M. Russell Turley & Associates, has made application for a variance from the provisions of New Windsor Local Law, Section 3.2 of the Table of Use Regulations, Column D, to permit variance on a sign; and

WHEREAS a public hearing on the application was held by the Zoning Board of Appeals at the Town Hall, 555 Union Avenue, New Windsor, New York on the 24th day of May, 1976 after due publication in The Evening News and due notices to residents and businesses within 500 feet of the subject premises by certified mail; and

WHEREAS Mr. M. Russell Turley of M. Russell Turley & Associates, architect, appeared on behalf of The First Chartered Savings & Loan Association at the public hearing, and no opposition having appeared;

NOW THEREFORE the Zoning Board of Appeals of the Town of New Windsor makes the following findings of fact in this matter:

1. The proposed signs are in good taste and not offensive to the neighboring properties.
2. The signs are needed for identification since the applicant is new to the area and the former Park Lane Furniture operation is being completely renovated to house The First Chartered Savings & Loan Association and its tenants.
3. The variance is for 115 square ft. area variance for the signs which is not inconsistent with other signs located in the same zone.

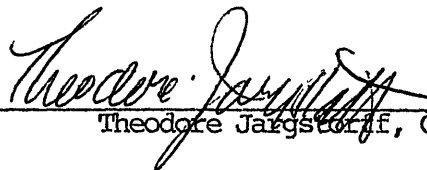
The Zoning Board of Appeals of the Town of New Windsor makes the following determinations of law in this matter:

1. The variance sought is not substantial in relation to the allowed sign size in the C zone under the Zoning Local Law; and
2. The affect of the variance of allowed on the population and available government facilities would be nil; and
3. No substantial change in the character of the neighborhood would result nor would there be a substantial detriment to the adjoining properties.
4. The difficulty with respect to advertising of the business cannot be obviated by some other method feasible for the applicant to pursue, other than a variance.
5. The interests of justice would be served by allowing the variance.

AND THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor determines that the applicant meets the practical difficulty test for a zoning variance under the New York State Law and the Zoning Board of Appeals awards the variance as sought.

BE IT FURTHER RESOLVED that a copy of the decision be forwarded to the applicant, Town Clerk and the Town Planning Board.

Dated: June 14, 1976.


Theodore Jargstorff, Chairman

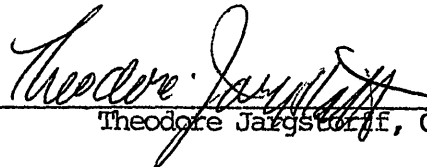
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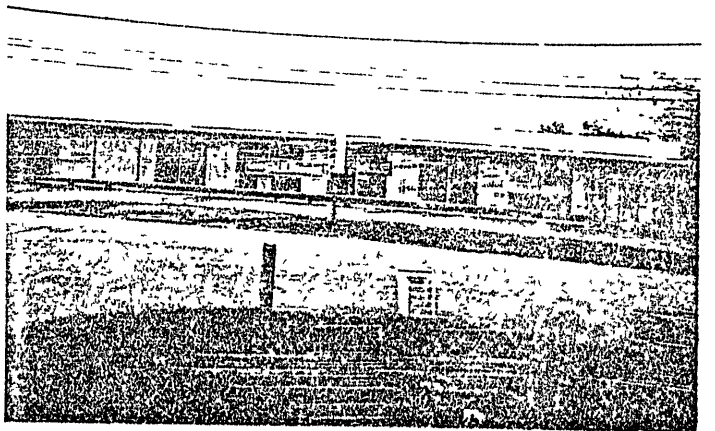
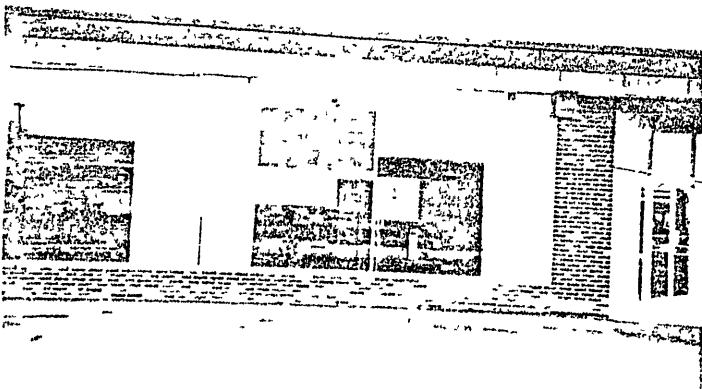
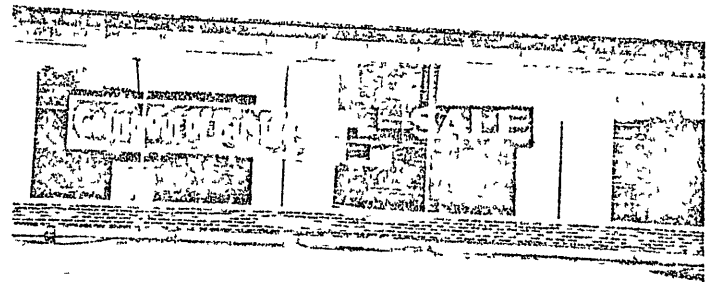
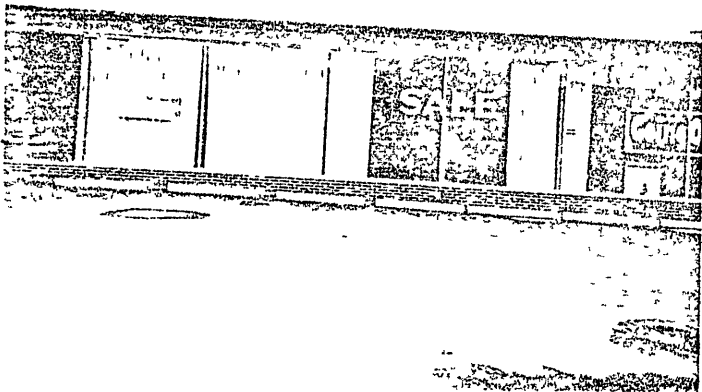
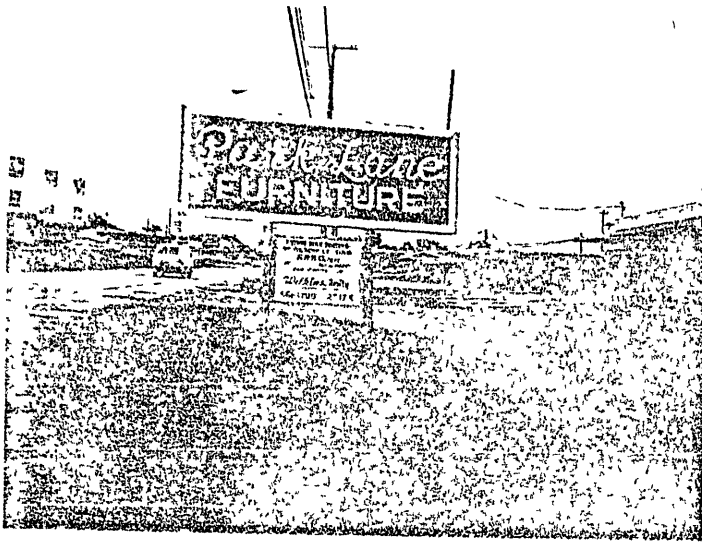
1. The variance sought is not substantial in relation to the allowed sign size in the C zone under the Zoning Local Law; and
2. The affect of the variance of allowed on the population and available government facilities would be nil; and
3. No substantial change in the character of the neighborhood would result nor would there be a substantial detriment to the adjoining properties.
4. The difficulty with respect to advertising of the business cannot be obviated by some other method feasible for the applicant to pursue, other than a variance.
5. The interests of justice would be served by allowing the variance.

AND THEREFORE BE IT RESOLVED that the Zoning Board of Appeals of the Town of New Windsor determines that the applicant meets the practical difficulty test for a zoning variance under the New York State Law and the Zoning Board of Appeals awards the variance as sought.

BE IT FURTHER RESOLVED that a copy of the decision be forwarded to the applicant, Town Clerk and the Town Planning Board.

Dated: June 14, 1976.


Theodore Jargstorff, Chairman



555 Union Avenue
New Windsor, N.Y.
June 29, 1976

Mr. Theodore Schirmuhly
All State Insurance Company
P. O. Box 750
Rochester, N. Y. 14648

RE: APPROVAL OF SIGN VARIANCE BEFORE ZONING BOARD OF APPEALS
THE FIRST CHARTERED SAVINGS & LOAN ASSOCIATION

Dear Mr. Schirmuhly:

In accordance with our telephone conversation of this morning, kindly be advised that the Zoning Board of Appeals at their recent meeting of May 24, 1976 approved a 115 ft. area sign variance based on a revised map dated May 24, 1976 and submitted to the ZBA at the above public hearing. Said map was presented by M. Russell Turley & Associates, architects on behalf of The First Chartered Savings & Loan Association.

If there is any additional information required please do not hesitate to contact the undersigned.

Very truly yours,

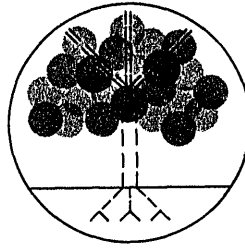
PATRICIA RAZANSKY,
Secretary - New Windsor Zoning Board of Appeals

/pr

JUN 01 1976

Department of Planning

Peter Garrison, AIP, Commissioner
Edwin J. Garling, AIP, Deputy Commissioner



124 Main Street
Goshen, New York 10924
(914) 294-5151

County of Orange

Louis V. Mills, County Executive

May 27, 1976

Mr. Theodore Jargstorf, Chairman
New Windsor Zoning Board of Appeals
c/o Patricia Razansky, Secretary
Town Hall
555 Union Avenue
New Windsor, New York 12550

Re: Variance - 1st Chartered Savings and Loan
Route 32

Dear Mr. Jargstorf:

We are in receipt of the above in accordance with the provisions of
Section 239, 1 and m, Article 12-B of the General Municipal Law of the
State of New York.

We hereby return the matter for final local determination.

Very truly yours,

A handwritten signature in dark ink, reading "Edwin J. Garling". The signature is written in a cursive style with a large, flowing "E" and "G".

Edwin J. Garling
Deputy Commissioner of Planning

EJG:jh

ZONING BOARD OF APPEALS
Town of New Windsor, New York 12550

555 Union Avenue
New Windsor, N. Y. 12550
May 28, 1976

The First Chartered Savings & Loan Association
21 North Broadway
Nyack, N. Y.

Attn: Nick Camporeale

RE: APPLICATION # 76-13

Dear Mr. Camporeale:

Kindly be advised that your above application for a variance
was granted at a meeting of the New Windsor Zoning Board of
Appeals held on the 24th day of May, 1976. A
formal decision of the Board will be drafted by the Town Attorney
and you will receive a copy of same forthwith.

Very truly yours,

PATRICIA RAZANSKY,
Secretary

pr/

cc: Howard Collett, Bldg. Inspector
Chairman - Town Planning Board

PUBLIC NOTICE OF HEARING BEFORE
THE ZONING BOARD OF APPEALS

PLEASE TAKE NOTICE that the Zoning Board of Appeals of the
TOWN OF NEW WINDSOR, New York will hold a public hearing pursuant
to Section 48-33A of the Zoning Ordinance on the following
proposition:

Appeal No. 13

Request of FIRST CHARTERED SAVINGS & LOAN

for a Variance ~~Special Use Permit~~ of the
regulations of the Zoning Local Law, to permit

ADDITIONAL SIGN AREA

being a Variance ~~Special Use Permit~~ of

Section 48.9 - Table of Use Regulations

for property situated at: _____

PARK LANE BUILDING OFF OF RT. 32

VAIS GATE N.Y.

SAID HEARING will take place on the 24th day of May, 1976,

at the New Windsor Town Hall, 555 Union Avenue, New Windsor, N. Y.

beginning at 8 o'clock P. M.

Theodore Langstorf,
Chairman

75-13.



1763

OFFICE OF THE BUILDING & ZONING INSPECTOR

TOWN OF NEW WINDSOR

Howard R. Collett
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

April 21, 1976

Mr. M. Russell Turley, Architect
& Associate
3 Clover Court
New City, N. Y.
10956

Re: Revised Sign Drawing

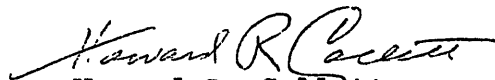
Dear Mr. Turley:

I am in receipt of your revised sign drawing for the First Chartered Savings and Loan Association Building located on Route 32, Vails Gate, N. Y.

The proposed sign is 55 sq. ft. Ten sq. ft. are allowed. A variance will be required.

If you decide to apply for a variance, please contact Mrs. Razansky, Secretary for the ZBA, at 565-8550 or New Windsor Town Hall, 555 Union Avenue, New Windsor, New York.

Yours truly,


Howard R. Collett
Bldg./Zoning Inspector

HRC/mfb



OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E. Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

May 13, 1976

Mr. Bert Cross
Route 32
Vails Gate, New York 12584

RE: Park Lane Furniture Building

Dear Mr. Cross:

According to my records, the attached list of property owners are within the five hundred (500) feet of the above mentioned property.

The charge for this service is \$15.00. Please remit same to the Town Clerk, Town of New Windsor.

Very truly yours,

A handwritten signature in cursive script that reads "E. E. Weyant". Below the signature, the initials "(EK)" are written in a smaller, simpler script.

ELLSWORTH E. WEYANT
Sole Assessor
Town of New Windsor

EEW/pk
att.



1763

OFFICE OF THE ASSESSOR

TOWN OF NEW WINDSOR

Chairman
Ellsworth E Weyant
555 Union Avenue
New Windsor, New York 12550
(914) 565-8808

- Golden Area Shopping Center
 - 176 North Main Street
 - Florida, New York 10924
- Windsor Building Supplies Co.
 - P.O. Box 27
 - Newburgh, New York 12550
- Haynes Quenoe Realty Corp.
 - C/O Foodmaker Inc.
 - Jack #2304
 - P.O. Box 783
 - San Diego, California 92112
- \ Rosenbaum Industries Inc.
 - Route 32
 - Vails Gate, New York 12584
- Adams, Harold J.
 - Highland Avenue
 - Maybrook, New York 12543
- Daidone, Charles T. & Rose M.
 - 24 Park Hill Drive
 - New Windsor, New York 12550
- The Vails Gate Fire Co.
 - Route 94
 - New Windsor, New York 12550
- Nottingham Associates
 - 242 B Old Forge Apts.
 - New Windsor, New York 12550
- Marko Beer & Beverage Inc.
 - Forge Hill Road
 - New Windsor, New York 12550
- Shell Oil Co.
 - C/O Tax Dept.
 - P.O. Box 2237
 - Princeton, New Jersey 08540

Respectfully submitted,

E. E. Weyant
(P.K.)

ELLSWORTH E. WEYANT
Sole Assessor
Town of New Windsor

Public Hearing - 8p.m. - First Chartered
Savings & Loan.

Name:

Address:

Frances Romin

91 Meridian Ave. N.W.

Walter Russio

36 Cedar Ave. N.W.

PROCEDURE FOR A PUBLIC HEARING

In order to prepare for a Public Hearing before the New Windsor Zoning Board of Appeals, applicant must first prepare a public hearing notice, publication to appear in the newspaper once at least 10 days prior to the hearing date. When notice has been prepared, return it to the Zoning Board Secretary (address below) so that she may publish same at the expense of the applicant. Three copies of the application must also be filled out and return to the Secretary.

~~Registered or~~ Certified letters are to be sent to all residents and property owners within a radius of 500 ft. of the property in question. This list may be obtained from the Assessor's office for a fee which is determined by the Town Assessor. His office is located in the Town Hall - 555 Union Ave., New Windsor, N. Y. All registered or certified letters must have return receipts also. All return receipts, copy of published notice, copy of letter and all site plans with measurements must be presented to the Secretary at the public hearing by the applicant. Please include the Assessor's list of names and addresses of all property owners within 500 ft. for the record. A fee of \$25.00, payable to the Town of New Windsor, should accompany all applications for commercial use. A fee of \$10.00 is required for residential use only. Also, a fee of \$25.00 is to be paid to the secretary for taking of the public hearing minutes. All fees due at the time the applications are returned to the secretary.

Please have your attorney determine whether Sec. 239 -1 & m of the General Municipal Law is applicable, and if so, send a copy of your application with plans attached to the Orange County Planning Dept., Goshen, New York 10924. (This section only applies if you are located within 500 ft. of a County Road.)

Return all papers promptly to:

PATRICIA RAZANSKY, Secretary
NEW WINDSOR ZONING BOARD OF APPEALS
TOWN HALL - 555 Union Avenue
NEW WINDSOR, N. Y. 12550

Tel: 565-8550



SCALE: 1"=1'2"

PROPOSED CHANGE ON SIGN FACE
USING EXISTING CASING AND ILLUMINATION

FROHLING SIGN CO
MANUET, N.Y.

M. RUSSELL TORLEY & ASSOC

ARCHITECTS

3 CLOVER COURT

NEW CITY NEW YORK 10956

MIR TOM ROBERTS

MAY 17 1976

JACK IN THE BOX RESTAURANT

371 WINDSOR HWY.

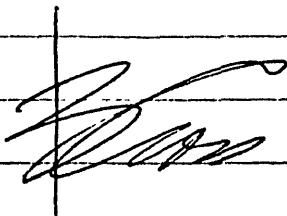
NEW WINDSOR, NEW YORK 12550

DEAR MR. ROBERTS :

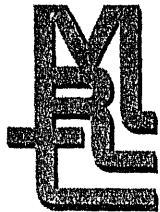
ENCLOSED PLEASE FIND FOR YOUR INFORMATION AND USE
A COPY OF A PUBLIC NOTICE FOR A SIGN VARIANCE.

AS I MENTIONED TO YOU OVER THE PHONE THIS IS
SUPPLEMENTING AN EARLIER CERTIFIED MAILING TO
THE HAYNES QUENOE REALTY CORP % FOODMAKER
INC. IN SAN DIEGO CALIF.

SINCERELY

A handwritten signature in dark ink, appearing to read "Bert Cross", written over a vertical line.

BERT CROSS



ARCHITECT

M. RUSSELL TURLEY AIA

ROBERT D HARRIS AIA / ROBERT R TURLEY

April 2, 1976

Mr. Collett
Town Building Inspector
New Windsor Town Hall
555 Union Avenue
New Windsor, New York 12550

Dear Mr. Collett:

Enclosed please find for your records one (1)
copy of the revised Sign Development Drawing for First
Chartered Savings & Loan.

By placing the individual signs side by side as
you suggested, I feel that we have solved the height problem
which originally drew criticism.

Sincerely,

M. RUSSELL TURLEY, ARCHITECT
& ASSOCIATE

48-9 D 2 TABLE OF USE REGULATIONS
1059. FT

TOWN OF NEW WINDSOR
ZONING BOARD OF APPEALS

APPLICATION FOR VARIANCE OR SPECIAL PERMIT

76-13
(Number)

5/10/76.
(Date)

I. Applicant information:

BERTRAM J CROSS (ASSOCIATE OF M RUSSELL TURLEY ARCHITECT)

(a) 3 CLOVER CT. NEW CITY N.Y. WORK 914-634-6266
(Name, address and phone of Applicant)

(b) FIRST CHARTERED S&L. 21-23 N BROADWAY NYACK N.Y. 914-358-2800
(Name, address and phone of purchaser or Tessee)

(c) MR M. RUSSELL TURLEY 3 CLOVER CT. NEW CITY N.Y. 914-634-6266
(Name, address and phone of ~~attorney~~ ARCHITECT)

(d) WILKINS' H J INC ROUTE 17 K NEWBURGH 561-5700
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
☐ Area variance
☒ Sign variance
☐ Special permit

III. Property information:

(a) C BOX 115 VAILS GATE N.Y. 65-2-14 - 200 x 208 x I.R
(Zone) (Address) (M B L) (Lot size)

(b) What other zones lie within 500 ft.? C - R-4?

(c) Is a pending sale or lease subject to ZBA approval of this application? NO.

(d) When was property purchased by present owner? 1959

(e) Has property been subdivided previously? NO When? -

(f) Has property been subject of variance or special permit previously? NO When? -

(g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? NO. If so, when -

(h) Is there any outside storage at the property now or is any proposed?

76-13
(Number)

5/10/76.
(Date)

I. Applicant information:

- BERTRAM J CROSS (ASSOCIATE OF M RUSSELL TURLEY ARCHITECT)
- (a) 3 CLOVER CT. NEW CITY N.Y. WORK 914-634-6266
(Name, address and phone of Applicant)
- (b) FIRST CHARTERED S&L 21-23 N BROADWAY NYACK N.Y. 358-2800
(Name, address and phone of purchaser or lessee)
- (c) MR M. RUSSELL TURLEY 3 CLOVER CT. NEW CITY N.Y. 914-634-6266
(Name, address and phone of ~~attorney~~ ARCHITECT)
- (d) WILKINS H J INC. ROUTE 17 K NEWBURGH 561-5700
(Name, address and phone of broker)

II. Application type:

- ☐ Use variance
- ☐ Area variance
- ☒ Sign variance
- ☐ Special permit

III. Property information:

- (a) C BOX 115 VAILS GATE N.Y. 65-2-14 - 200 x 208 x T.R
(Zone) (Address) (M B L) (Lot size)
- (b) What other zones lie within 500 ft.? C - R-4?
- (c) Is a pending sale or lease subject to ZBA approval of this application? NO.
- (d) When was property purchased by present owner? 1959
- (e) Has property been subdivided previously? NO When? -
- (f) Has property been subject of variance or special permit previously? NO When? -
- (g) Has an order-to-remedy violation been issued against the property by the Zoning Inspector? NO. If so, when -
- (h) Is there any outside storage at the property now or is any proposed? Describe in detail. NO

☐ IV. Use variance:

(a) Use Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____, to allow _____

(Describe proposed use)

(b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.

☐ V. Area variance:

(a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

(Describe proposed use)

- (b) The legal standard for a "USE" variance is unnecessary hardship. Describe why you feel unnecessary hardship will result unless the use variance is granted. Also set forth any efforts you have made to alleviate the hardship other than this application.



V. Area variance:

- (a) Area variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____

<u>Requirements</u>	<u>Proposed or Available</u>	<u>Variance Request</u>
Min. Lot Area _____	_____	_____
Min. Lot Width _____	_____	_____
Reqd. Front Yard _____	_____	_____
Reqd. Side Yards <u>1</u>	<u>1</u>	<u>1</u>
Reqd. Rear Yard _____	_____	_____
Reqd. Street Frontage* _____	_____	_____
Max. Bldg. Hgt. _____	_____	_____
Min. Floor Area* _____	_____	_____
Development Coverage* _____ %	_____ %	_____ %
Floor Area Ratio** _____	_____	_____

* Residential districts only

** Non-residential districts only

- (b) The legal standard for an "AREA" variance is practical difficulty. Describe why you feel practical difficulty will result unless the area variance is granted. Also set forth any efforts you have made to alleviate the difficulty other than this application.



VI.

Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	Requirements	Proposed or Available	Variance Request
4 <u>DIRECTORY</u> Sign 1-8	<u>80</u>	<u>204(+)</u> <u>187.5(+)</u>	124 <u>107.5</u>
Sign 2	_____	_____	_____
Sign 3	_____	_____	_____
Sign 4	_____	_____	_____
Sign 5	_____	_____	_____
Total	<u>80</u> sq.ft.	<u>204(+)</u> sq.ft. <u>187.5(+)</u>	<u>124</u> sq.ft. <u>107.5</u>

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

Applicant is transforming present Parklane Furniture Store into combination bank and office building and possible commercial store. Various signs are necessary to identify each use within the building. Variance request includes free standing directory and Bank logo and ALL STATE Insurance logo.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

250 SQ FT



VI.

Sign Variance:

- (a) Variance requested from New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

	Requirements	Proposed or Available	Variance Request
4 DIRECTORY Sign 1-8	80	204(+) 187.5(+)	124 107.5
Sign 2			
Sign 3			
Sign 4			
Sign 5			
Total	80 sq.ft.	204(+) 187.5(+)	124 sq.ft. 107.5

- (b) Describe in detail the sign(s) for which you seek a variance, and set forth your reasons for requiring extra or oversize signs.

Applicant is transforming present Parklane Furniture Store into combination bank and office building and possible commercial store. Various signs are necessary to identify each use within the building. Variance request includes free standing directory and Bank logo and ALL STATE Insurance logo.

- (c) What is total area in square feet of all signs on premises including signs on windows, face of building, and free-standing signs?

250 SQ FT

☐ VII. Special Permit:

(a) Special permit requested under New Windsor Zoning Local Law, Section _____, Table _____, Column _____.

(b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

- ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- ☒ Copy of tax map showing adjacent properties
- ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 25.00 payable to Town of New Windsor.
- ☒ Check in the amount of \$ payable to Secretary for taking public hearing
- ☒ Photos of existing premises which show all present signs and landscaping.

(b) Describe in detail the use and structures proposed for the special permit.

☐ VIII. Additional comments:

(a) Describe any conditions or safeguards you offer to ensure that the quality of the zone and neighboring zones is maintained or upgraded and that the intent and spirit of the New Windsor Zoning Local Law is fostered. (Trees, landscaping, curbs, lighting, paving, fencing, screening, sign limitations, utilities, drainage.)

☒ IX. Attachments required:

- 4/11/02* ☒ Copy of letter of referral from Building and Zoning Inspector.
- ☒ Copy of contract of sale, lease or franchise agreement.
- 0014* ☒ Copy of tax map showing adjacent properties
- 0014-002* ☒ Copy(ies) of site plan or survey showing the size and location of the lot, the location of all buildings, facilities, utilities, access drives, parking areas, trees, landscaping, fencing, screening, signs, curbs, paving and streets within 200 ft. of the lot.
- ☒ Copy(ies) of sign(s) with dimensions.
- ☒ Check in amount of \$ 25.00 payable to Town of New Windsor.
- ☐ Check in the amount of \$ — payable to Secretary for taking public hearing.
- Photos of existing premises which show all present signs and landscaping.
- All photos must be 8" x 10" or be mounted on 8 1/2" x 11" paper.
- ☐ Other

A FORMAL DECISION WILL FOLLOW WHICH WILL BE ADOPTED BY RESOLUTION OF ZONING BOARD OF APPEALS.

555 Union Avenue
New Windsor, N. Y. 12550
May 20, 1976

New Windsor Planning Board
555 Union Avenue
New Windsor, N. Y. 12550

Attn: Henry Van Leeuwen, Chairman

RE: APPLICATION FOR VARIANCE #86-13
FIRST CHARTERED SAVINGS & LOAN ASSOCIATION

Dear Hank:

Enclosed please find application and public hearing notice for the above applicant which hearing is scheduled to be held on Monday, evening, May 24, 1976, 8 p.m. at the New Windsor Town Hall.

Very truly yours,

PATRICIA RAZANSKY, Secretary

/pr

Enclosure

cc: Howard Collett, Bldg. Inspector

THIS AGREEMENT between WALTER KROPOSKI, residing at 29 Quaker Hill Road, at Monroe, in the County of Orange and State of New York 10950, and AMELIA KROPOSKI, residing at Grey Court Road, at Chester, in the County of Orange and State of New York 10918, as Landlords, and FIRST CHARTERED SAVINGS AND LOAN ASSOCIATION, a banking corporation duly organized and existing under and pursuant to the Laws of the State of New York, having an office and place of business at 21-23 North Broadway, in the Village of Nyack, County of Rockland and State of New York 10960, as Tenant.

WITNESSETH: That the said Landlords have let unto the said Tenant and the said Tenant has hired from the said Landlords premises more fully described in "Schedule A" annexed hereto and made a part hereof, for the term of ten (10) years with an option to renew for an additional ten (10) years to become effective as hereinafter provided, and to be used and occupied for any use permitted under any Zoning Ordinance of any municipality having jurisdiction over the premises, upon the conditions and covenants following:

First: That the Tenant shall pay the rent as set forth in "Schedule B" attached hereto and made a part hereof.

Second: That the Tenant shall take good care of the premises and shall at its own cost and expense make all repairs to the demised premises, and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

Third: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters for the prevention of fires, at its own cost and expense.

Fourth: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlords or their Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlords may deduct the same from the

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WITNESSETH: That the said Landlords have let unto the said Tenant and the said Tenant has hired from the said Landlords premises more fully described in "Schedule A" annexed hereto and made a part hereof, for the term of ten (10) years with an option to renew for an additional ten (10) years to become effective as hereinafter provided, and to be used and occupied for any use permitted under any Zoning Ordinance of any municipality having jurisdiction over the premises, upon the conditions and covenants following:

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Fifth: That the Tenant shall, in case of fire, give immediate notice thereof to the Landlords who shall thereupon cause the damage to be repaired forthwith.

Sixth: That said Tenant agrees that the said Landlords and Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

Seventh: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlords or their representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises or portions thereof from time to time as opportunity may offer and as the Landlords may deem expedient, as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency; and any deposit given to the Landlords by the Tenant as security for the faithful performance of the terms and conditions of this lease, may be retained by the Landlords until the time originally fixed as the expiration of the term.

Eighth: That in case of any damage or injury occurring to the glass in the demised premises or damage and injury to the said premises of any kind whatsoever, said damage or injury being caused by the carelessness, negligence, or improper conduct on the part of the said Tenant, its Agents or Employees, then the said Tenant shall cause the said damage or injury to be repaired as speedily as possible at its own cost and expense.

Ninth: It is expressly agreed and understood by and between the parties to this agreement, that the Landlords shall not be liable for any damage or injury by water, which may be sustained by the said Tenant or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any other Tenant or Agents, or Employees, or by reason of the breakage, leakage, or obstruction of the water or soil pipes, or other leakage in or about the said building.

Tenth: The failure of the Landlords to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

Eleventh: That this instrument shall not be a lien against said premises in respect to any mortgages that hereafter may be placed against said premises provided the mortgage recites that in the event of default of any obligation of the mortgagor, the holder of the mortgage will not disturb the tenancy if all the tenant's obligations set forth in this lease are performed. In the event that the mortgage so provides, then the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien to this lease, irrespective of the date of recording, and the Tenant agrees to execute any such instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlords, their assigns and legal representatives, to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is hereby limited accordingly.

Twelfth: If, after default, in payment of rent or violation of any other provision of this lease or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures and equipment or other property prior to such removal, expiration of the lease, or prior to the issuance of the final order or execution of the warrant, then and in that event the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlords.

Thirteenth: The Tenant shall, at its sole cost and expense, keep the sidewalks abutting the demised premises free and clear of ice and snow and other obstructions at all times. The Tenant shall, at its sole cost and expense, keep the parking area free and clear of ice and snow and other obstructions at all times.

Fourteenth: The Tenant agrees to obtain and pay for and keep in force during the term of this lease for the benefit of the Landlords and the Tenant, general liability insurance policies, in standard form, protecting the Landlords and Tenant against all liability whatsoever, occasioned by accident or disasters upon the demised premises or any appurtenances thereto. Such policies are to be written by good and solvent insurance companies, authorized and licensed to issue such policies in the State of New York, in the amount of \$1,000,000.00 in respect to any one accident and in the amount of \$500,000.00 in respect to injury to any one person. The Tenant shall deliver to the Landlords certificate and/or certificates evidencing such policy and/or policies. The Tenant agrees to pay the premium on such policy and/or policies as they accrue. On default of the Tenant in the payment of any of the premiums on such policy and/or policies, when payment thereof shall be due and payable, the Landlords may thereupon pay the same and the amount so paid by the Landlords shall be added to the rent due from the Tenant in the next succeeding month after any such payment with interest thereon at the rate of six per cent (6%) per annum, such interest to be computed from the date said sum or sums have been paid by the Landlords to the date of actual payment thereof by the Tenant.

Fifteenth: This lease and all of the rights of the Tenant hereunder shall terminate in the event that the Tenant becomes insolvent or a receiver is appointed for the Tenant or a petition in bankruptcy, whether voluntary or involuntary, is filed by or against the Tenant or the Tenant makes an assignment for the benefit of creditors, or a judgment filed against the Tenant remains unsatisfied of record for a period of ninety (90) days, or if the Tenant ceases to conduct business on the premises for a period of fifteen (15) days, for reasons of insolvency.

Sixteenth: The Tenant, at its own cost and expense, shall obtain and pay for heat, gas, water, light, electricity, air conditioning and all utilities used in the demised premises.

Seventeenth: The Tenant hereby covenants and agrees that it will throughout the demised term pay all general real estate taxes and assessments by virtue of or under any present or future law, requirement or any governmental authority whether the increase in taxation results from a higher tax rate or an increase in the assessed valuation of the demised premises or both, which become due and payable, or which may be levied, assessed or imposed at any time during the term of this lease upon the demised premises or any part thereof, or upon any buildings or improvements situated thereon, or upon the interest of the Landlords in the demised premises, or any part thereof, or the buildings or improvements thereon, all of which said taxes and assessments shall be paid by the Tenant within a period of thirty (30) days subsequent to the levying of said tax or assessment in each and every year of the term of this lease. An original or duplicate receipt and/or receipts for such payments of said taxes and assessments shall, within thirty (30) days after the respective payments evidenced thereby, be mailed by the Tenant to the Landlords. In the event that the Tenant defaults in the payment of said taxes or assessments levied against the demised premises as herein set forth, for each year of the term of this lease, the Landlords may pay said taxes and assessments, and the amount so paid by the Landlords shall be added to the rent due from the Tenant to the Landlords on the next rent day, until the Landlords have been fully reimbursed for said payment of said taxes and assessments, with interest thereon at the rate of six per cent (6%) per annum, such interest to be computed from the date when said sum or sums have been paid by the Landlords up to the date of actual payment thereof by the Tenant.

Eighteenth: In the event of any disagreement or dispute between the Landlords and Tenant, or in the event of the necessity of appraisal or arbitrament for any purpose or cause whatsoever, each party agrees to appoint a fit unbiased person within ten (10) days after notice in writing of the dispute or after notice of the necessity for arbitration, and to advise the other party of the choice. On the failure of either party to appoint an arbitrator within said ten (10) days after the said notification of the appointment by the other party, the person appointed as arbitrator may appoint an arbitrator to represent the party in default. The two arbitrators appointed in said manner above provided shall then proceed to act and to settle the dispute or disagreement. In the event of their inability to reach

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Second Department shall appoint him, and on the failure of the then presiding justice to act, application may be made by either arbitrator to any other justice of the Appellate Division in the order of seniority, for the appointment of a third arbitrator. The Landlords and Tenant agree each to pay one-half of the expense and reasonable fees of the arbitrators, and to be bound by their decision.

Nineteenth: Any notice which, under the terms of this lease, or by any statutes or ordinances, are now or hereafter in force, may be given personally or by registered mail by enclosing such notice in a postpaid envelope directed as follows:

- (a) To the Tenant at 21-23 North Broadway, Nyack, New York 10960, or at such other address as the Tenant may, from time to time, designate in writing;
- (b) To the Landlords at their residences, 29 Quaker Hill Road, Monroe, New York 10950 and Grey Court Road, Chester, New York 10918, or such other addresses as the Landlords may, from time to time, designate in writing.

Twentieth: Any painting and decorating of the interior or exterior of the building erected on the demised premises shall be done at the sole cost and expense of the Tenant.

Twenty-First: (a) If during the term of this lease the whole of the demised premises shall be acquired or condemned by eminent domain for any public or quasi public use or purposes, then and in that event, the term of this lease shall cease and terminate from the date possession is taken by such public authority and the rental and any other charges payable hereunder shall be pro rated, apportioned and refunded to Tenant as of the date of surrender of possession.

(b) In the event that there be a partial taking or condemnation and if so much of the demised premises shall be taken as would render the balance unfit for Tenant's use, then and in that event Tenant shall have the right, at its election, to cancel and terminate this lease, and the rental and any other charges payable hereunder shall be pro rated, apportioned and refunded as of the date of surrender or possession. Tenant shall exercise its option by giving written notice to Landlords not later than sixty (60) days after title shall vest in the condemning authority.

(c) In the event of a partial taking, and if Tenant shall not have the right to terminate this lease or shall elect not to exercise any such right, then this Lease shall continue in full force and effect as to that portion of the demised premises not so taken, provided, however, that the payment of rent shall be equitably abated during the period, if any, that Tenant is deprived

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of any separate awards shall be paid to Landlords, provided, however, that Tenant shall be entitled to receive and retain any amounts which may be specifically awarded to it in any such condemnation proceeding for any damage to which it may legally be entitled. No provision of this paragraph "Twenty-First" shall be deemed to preclude Tenant from intervening for its own interest in any condemnation proceeding, whether affecting the entire demised premises or merely a part thereof, to claim or receive from the condemning authority any compensation to which it may otherwise be lawfully entitled in such case in respect of, but limited to, movable improvements, trade fixtures, furniture, furnishings and equipment and moving. Tenant shall have no right, however, to make any claim against Landlords or condemnor for the value of any unexpired term of the within lease, or any other claim which would diminish any award belonging to the Landlords. The last sentence is also deemed to be a part of sections (a) and (b) above.

Twenty-Second: The Landlords agree to execute, at the request of the Tenant, a Memorandum of Lease in suitable form for recording in the Orange County Clerk's Office.

Twenty-Third: The Tenant may install and maintain such exterior and interior signs as it may desire, providing only that the same are installed, maintained upon and in compliance with any and all rules, regulations and requirements of any governmental and municipal department having jurisdiction thereunder, and that the Tenant obtain and keep in force any license required therefor.

Twenty-Fourth: So long as the herein named Tenant or its assignee or subtenants shall have any legal or equitable interest in and to this lease agreement, all notices, bills, statements and communications of whatsoever nature, which the Landlords may render pursuant to the terms of this lease, shall be given to the Tenant or its assignees by certified mail, return receipt requested, c/o First Chartered Savings and Loan Association, 21-23 North Broadway, Nyack, New York 10960, all of which shall be in addition to the provisions of paragraph "Nineteenth" hereof.

Twenty-Fifth: The Landlords covenant and agree that they will not exercise any rights or invoke any remedy under this lease upon the happening of any default, unless and until notice of such default be given to the Tenant at 21-23 North Broadway, Nyack, New York 10960 and fifteen (15) days shall have elapsed subsequent to the receipt of such notice and such default be not cured or commenced to be cured within such time, unless the circumstances of such default require quicker compliance pursuant to a particular municipal or governmental directive referable thereto.

Twenty-Sixth: Wherever by the terms of this lease it is specifically provided that the Landlords' consent be required before the Tenant may do any act or thing, the Landlords covenant that they will not unreasonably withhold or delay such consent.

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Twenty-Seventh: The Landlords agree to execute and deliver upon the demand of the Tenant any and all applications required by the Building Department or any other municipal agency, so as to enable the Tenant to make alterations or installations and to erect and maintain any signs, providing further that any and all fees, charges and expenses required in connection therewith be borne solely by the Tenant.

Twenty-Eighth: So long as Tenant is not in default (beyond any period given Tenant to cure such default) in the payment of rent or additional rent or in the performance of any of the terms, covenants or conditions of the Lease on Tenant's part to be performed, Tenant will not be joined as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest and estate under the lease.

Twenty-Ninth: Notwithstanding anything in this lease to the contrary, Tenant, its successors and/or assigns, may assign and/or sublet the within lease, in whole or in part, together with the security thereunder, on condition that the following terms, covenants and conditions are complied with:

(a) That there will be delivered to Landlords a duplicate original of the instrument of assignment and/or sublease in proper form for recording, executed by the assignor and by the terms of which the assignee assumes and undertakes the performance of all of the terms, covenants and conditions of this lease.

(b) No assignment or sublease shall in any way relieve, modify or extinguish the liability of assignor or sublessor.

Thirtieth: Landlords do hereby consent to the installation by the Tenant and any of its subtenants all such trade fixtures as are customary in connection with the operation of any permitted use of the Tenant or Subtenants.

Thirty-First: Tenant at all times shall keep the buildings and improvements now standing or which may hereafter be erected upon the land forming part of the demised premises insured against loss by fire in solvent insurance companies authorized and licensed to issue such insurance in the State of New York, and shall maintain such insurance in an amount equal to the full insurable value of the buildings now or hereafter standing upon the land forming part of the demised premises. The Tenant shall cause the policies representing such insurance to be issued in the name of the Landlords so that any loss under said policies shall be payable to it and shall deliver said policies as and when the same shall be issued to the Landlords and shall pay the premiums on said policies and any other charges incidental to effecting said insurance and

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maintained as herein provided and said policies issued and delivered to the Landlords without cost or expense whatever to it. On default of the Tenant in the payment of any of the premiums on such policy and/or policies, when payment thereof shall be due and payable, the Landlords may thereupon pay the same and the amount so paid by the Landlords shall be added to the rent due from the Tenant in the next succeeding month after any such payment with interest thereon at the rate of six per cent (6%) per annum, such interest to be computed from the date said sum or sums have been paid by the Landlords to the date of actual payment thereof by the Tenant. If the demised premises are damaged or destroyed by any of the perils insured under the aforesaid fire insurance policy and/or policies (whether or not caused by the negligence of the Tenant or any Subtenants) the Landlords shall repair or replace the same, and apply toward the payment of the cost thereof the proceeds of any such insurance received by them.

Thirty-Second: If, at any time during the term of this lease or any renewal thereof, the Landlords, their heirs, executors, administrators, successors or assigns, shall have the opportunity to make a bona fide sale of the demised premises, they shall give to the Tenant written notice of such proposed sale and the terms thereof." Such notice is to be sent to the Tenant at its address herein stated by Registered Mail, Return Receipt Requested. The Tenant shall have the first option to purchase said premises within a period of sixty (60) days from the date of mailing said notice as hereinbefore provided at the same price and on the same terms of any such proposal. In the event that the Tenant does not exercise the first option to purchase said premises and the Landlords do not sell the same then the provisions of this paragraph shall remain in full force and effect and the right of first refusal to purchase shall continue.

Thirty-Third: If the Tenant has fully and faithfully carried out all of the terms and conditions of this lease on its part to be performed the Tenant shall have the option to renew this lease for a period of ten (10) years commencing at the end of the demised term, upon the same terms and conditions as contained in this lease. Said option to renew shall be exercised by the Tenant sending to the Landlords, at the Landlords' addresses herein stated, a written notice of such intention by registered mail, return receipt requested which shall be postmarked not later than six months prior to the end of the demised term.

Thirty-Fourth: The Landlords covenant that they are seized of and have good right to lease the demised premises; that they will warrant and defend the title thereto, and will indemnify the Tenant against any damage and expense which the Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the demised premises. The Landlords further covenant that at all times during the term of this lease and any renewals thereof they will keep the premises free of all liens and encumbrances except as herein otherwise provided.

maintained as herein provided and said policies¹⁰ issued and delivered to the Landlords without cost or expense whatever to it. On default of the Tenant in the payment of any of the premiums on such policy and/or policies, when payment thereof shall be due and payable, the Landlords may thereupon pay the same and the amount so paid by the Landlords shall be added to the rent due from the Tenant in the next succeeding month after any such payment with interest thereon at the rate of six per cent (6%) per annum, such interest to be computed from the date said sum or sums have been paid by the Landlords to the date of actual payment thereof by the Tenant. If the demised premises are damaged or destroyed by any of the perils insured under the aforesaid fire insurance policy and/or policies (whether or not caused by the negligence of the Tenant or any Subtenants) the Landlords shall repair or replace the same, and apply toward the payment of the cost thereof the proceeds of any such insurance received by them.

Thirty-Second: If, at any time during the term of this lease or any renewal thereof, the Landlords, their heirs, executors, administrators, successors or assigns, shall have the opportunity to make a bona fide sale of the demised premises, they shall give to the Tenant written notice of such proposed sale and the terms thereof." Such notice is to be sent to the Tenant at its address herein stated by Registered Mail, Return Receipt Requested. The Tenant shall have the first option to purchase said premises within a period of sixty (60) days from the date of mailing said notice as hereinbefore provided at the same price and on the same terms of any such proposal. In the event that the Tenant does not exercise the first option to purchase said premises and the Landlords do not sell the same then the provisions of this paragraph shall remain in full force and effect and the right of first refusal to purchase shall continue.

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Thirty-Fourth: The Landlords covenant that they are seized of and have good right to lease the demised premises; that they will warrant and defend the title thereto, and will indemnify the Tenant against any damage and expense which the Tenant may suffer by reason of any lien, encumbrance, restriction or defect in the title to or description herein of the demised premises. The Landlords further covenant that at all times during the term of this lease and any renewals thereof they will keep the premises free of all liens and encumbrances except as herein otherwise provided.

Thirty-Fifth: No assignment or sublease shall in any way relieve, modify or extinguish the liability of the Tenant hereunder to perform the terms and conditions of this lease.

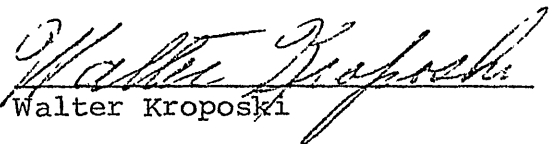
Thirty-Sixth: The Tenant may at its sole cost and expense remodel the existing building and make the necessary alterations, additions or improvements for its own use and to remodel the remainder of the building space for stores or offices at the Tenant's discretion and with the express understanding that the building will not have to be restored to its original condition upon the expiration of this lease.

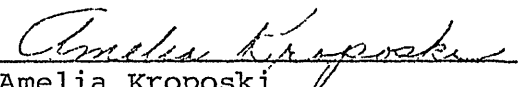
Thirty-Seventh: It is mutually understood by and between the Landlords and the Tenant that the Tenant desires to use a part of the demised premises as a branch office for the banking business in which it is now engaged and that permission to use that part of the premises for said purpose must be obtained from the New York State and Federal Supervisory Authorities. Furthermore, it is understood that the Tenant must obtain permits from the Town of New Windsor in order to make alterations to the building for its use. ^{Total} The Landlords hereby give to the Tenant an option for a period of six (6) months from the date hereof to obtain permission from the aforesaid Supervisory Authorities to use part of said premises as a branch office as hereinbefore stated and to obtain the alteration permits from the Town of New Windsor. As a consideration for said six (6) months option to obtain said approval from the Banking Supervisory Authorities and said permits from the Town of New Windsor, the Tenant has simultaneously with the execution of this lease paid to the Landlords a consideration of \$1,500.00. If the within lease becomes effective the said \$1,500.00 will be applied as a credit on the first month's rent. If said lease does not become effective then the said \$1,500.00 shall be retained by the Landlords as liquidated damages, whereupon this lease shall be deemed cancelled and neither party hereto shall have any other or further claim against the other.

If the Tenant receives permission to use part of the demised premises for a branch office from the New York State and Federal Supervisory Authorities and also obtains the aforesaid permits from the Town of Windsor to alter the existing building it shall give notice in writing to the Landlords which shall be sent by Registered Mail, Return Receipt Requested to the Landlords at their addresses hereinbefore stated. Six (6) months after the date of giving said notice as aforesaid the Tenant shall be entitled to full possession and occupancy of the demised premises or sooner at the convenience of the Landlords, and the obligation of the Tenant to pay the rental set forth in "Schedule B" and to perform the other terms and conditions of this lease shall begin as of the date that full possession and occupancy of the demised premises is delivered by the Landlords to the Tenant. Current taxes as of that date shall be pro rated.

Thirty-Eighth: The Landlords and the Tenant recognize that H. J. Wilkins, Inc. a Real Estate Agency located at Route 17K, P. O. Box 2501, Newburgh, New York 12550 negotiated this lease between the parties hereto and the Landlords agree to pay the commissions of said Agency pursuant to agreement made with it.

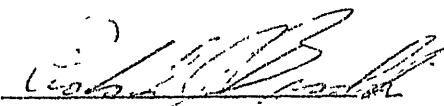
IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this 15th day of August, 1975.


Walter Kroposki


Amelia Kroposki

ATTEST:

FIRST CHARTERED SAVINGS AND
LOAN ASSOCIATION


Asst Vice Pres

BY: 
Nick M. Camporeale, President

RIDER ANNEXED TO LEASE AGREEMENT
Dated: August 15th, 1975
Made by and between: WALTER KROPOSKI
and AMELIA KROPOSKI, as Landlords
And FIRST CHARTERED SAVINGS AND LOAN
ASSOCIATION, as Tenant.

1. Paragraph "Eighth" shall be amended to read as follows:

That in case of any damage or injury occurring to the glass in the demises premises or damage or injury to the said premises of any kind whatsoever, said damage or injury shall be repaired by the Tenant at its sole cost and expense, all of which said repairs are to be completed within thirty (30) days after the damage or injury caused for any reason.

2. Paragraph "Ninth" shall be amended to read as follows:

It is expressly agreed and understood by and between the parties to this agreement that the Landlords shall not be liable for any damage or injury by any cause whatsoever, including water, to the demised premises or which may be sustained by the Tenant or any Subtenants.

3. Paragraph "Sixth" is amended to read as follows:

a. That said Tenant agrees that the said Landlords and Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

b. The Landlords and agents and other representatives shall have the right to enter into and upon said premises or any part thereof for the purpose of inspecting the same, which said inspections the Landlords shall be entitled to make at least once every six months or more frequently if desired, and which said inspections may be made by the Landlords alone or in the presence of an employee, agent or representative of the Tenant and any Subtenants.

c. Certificates of Insurance, tax bills and receipts, water bills and receipts, insurance policies and receipts may be inspected by the Landlords, their agents or representatives on the demises premises at least once in every six (6) months' period.

4. Paragraph "Thirty-Second" shall be amended to read as follows:

If, at any time during the term of this lease or any renewal thereof, the Landlords, their heirs, executors,

RIDER (Continued)

administrators, successors or assigns, shall have the opportunity to make a bona fide sale of the demised premises, they shall give to the Tenant written notice of such proposed sale and the terms thereof. Said notice, together with a copy of the proposed Contract of Sale and Purchase to be made by and between the Landlords and the Tenant shall be sent to the Tenant at its address herein stated by registered mail, return receipt requested. The Tenant shall have the first option to purchase said premises within a period of sixty (60) days from the date of mailing said notice and contract as hereinbefore provided, provided that Tenant exercises said option by executing the said contract in quadruplicate and returning it to the Landlords within ten days from receipt thereof for execution by the Landlords. Said contract shall provide that the closing of title shall take place within sixty (60) days from the date of said contract. In the event that the Tenant does not exercise the first option to purchase said premises and the Landlords do not sell the same then the provisions of this paragraph shall remain in full force and effect and the right of first refusal to purchase shall continue.

5. Paragraph "Thirty-Third" shall be amended to read as follows:

If the Tenant has fully and faithfully carried out all of the terms and conditions of this lease on its part to be performed the Tenant shall have the option to renew this lease for a period of ten (10) years commencing at the end of the demised term, upon the same terms and conditions as contained in this lease. Said option to renew shall be exercised by the Tenant sending to the Landlords, at the Landlords' addresses herein stated, a written notice of such intention by registered mail, return receipt requested which shall be postmarked not later than twelve months prior to the end of the demised term.

6. Notwithstanding the provisions of paragraph "Thirty-First" the amount of fire insurance coverage required shall at all times be subject to the approval of the Landlords.

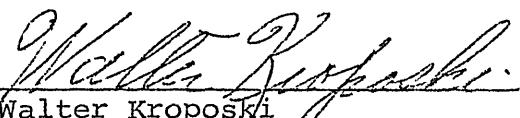
7. "Schedule B" shall be amended to read as follows:

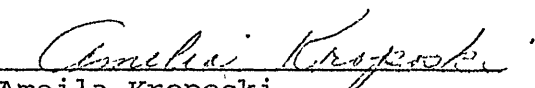
The Landlords represent that the demises premises are situated in a "C" Design Shopping Zone under the Zoning Ordinances of the Town of New Windsor, County of Orange and State of New York and that the building on the demised premises contains 13,000 square feet which when multiplied by \$3.50 would equal \$45,500.00 which shall be the annual rental for the demised premises, which said annual rental

RIDER (Continued)

shall be payable in equal monthly installments of \$3,792.00 on the first day of each and every month after the Tenant takes possession and occupancy for the initial term of ten (10) years.

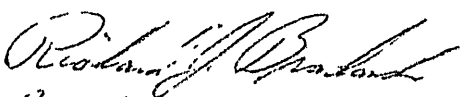
In the event that the Tenant exercises the option given to it under paragraph "Thirty-Third" to renew the lease for a period of ten (10) years, the rental for the ten year renewal period shall be mutually agreed upon between the Landlords and the Tenant taking into consideration the reasonable market value of the demised premises at the time of renewal after deducting therefrom the depreciated value of any improvements or alterations made by the Tenant and/or any Subtenants. In the event that the Landlords and the Tenant shall be unable to mutually agree upon a said rent then it shall be determined by arbitration as provided in paragraph "Eighteenth".


Walter Kroposki


Ameila Kroposki

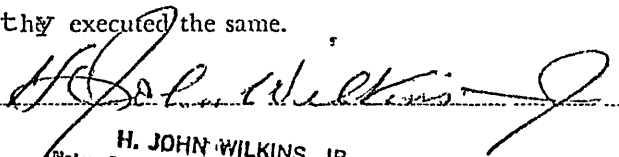
FIRST CHARTERED SAVINGS AND
LOAN ASSOCIATION

BY: 
Nick M. Camporeale, President

ATTEST: 
Assistant Vice President

STATE OF NEW YORK
COUNTY OF ~~KOZIMIXXND~~ ORANGE } ss.

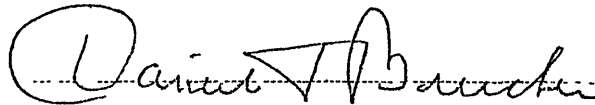
On this 20th day of August, Nineteen Hundred and seventy-five, before me, the subscriber, personally appeared WALTER KROPOSKI and AMELIA KROPOSKI.
to me personally known and known to me to be the same person described in and who executed the within Instrument, and they duly and severally acknowledged to me that they executed the same.


H. JOHN WILKINS, JR.
Notary Public in the State of New York No 1331
My Commission Expires March 30, 1976

STATE OF NEW YORK
COUNTY OF ROCKLAND

} ss:

On this 15th day of August, Nineteen Hundred and seventy-five before me personally came NICK M. CAMPOREALE, to me personally known who, being by me duly sworn did depose and say that he resides at No. 175 Richard Court in the Village of Pomona, County of Rockland and State of New York, that he is the President of First Chartered Savings and Loan Association, the corporation described in and which executed the above Instrument, that he knows the seal of said corporation; that the seal affixed to said Instrument is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order



DANIEL T. BRUCKER
Notary Public, State of New York
Residing in Rockland County
Commission Expires March 30, 1977

SCHEDULE "A"

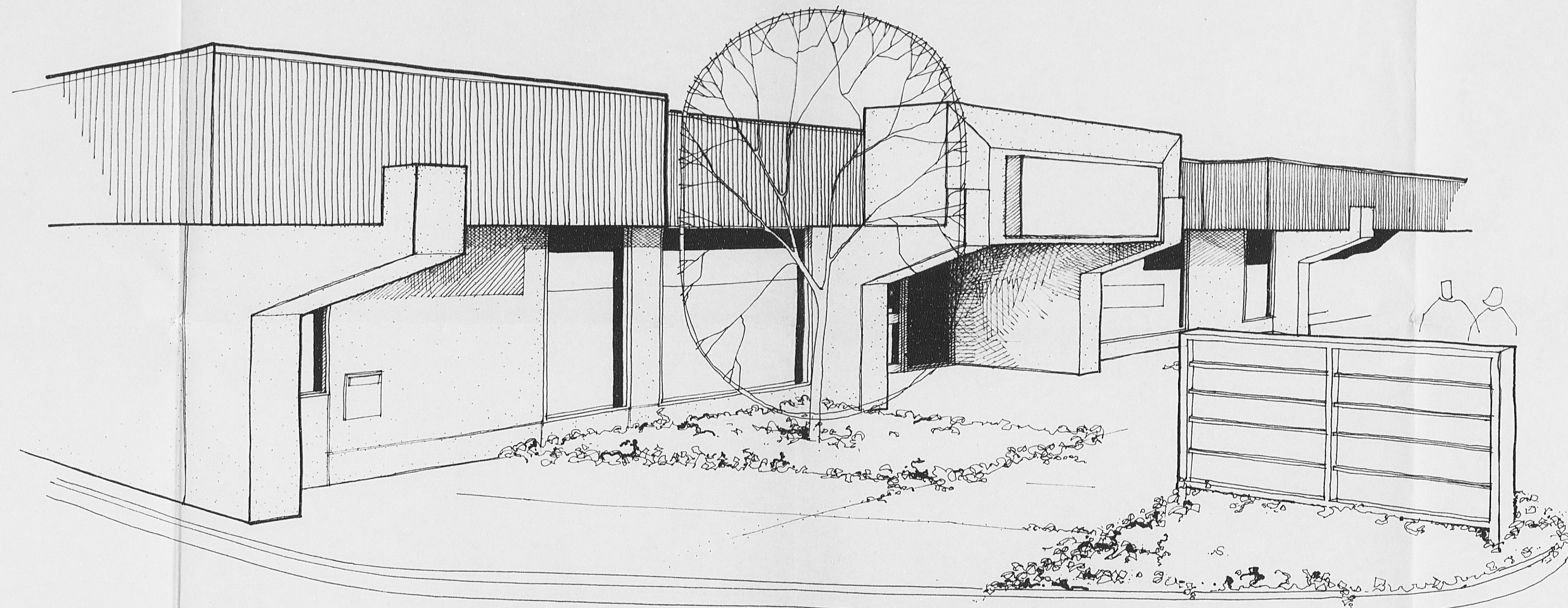
ALL that certain lot, piece or parcel of land situate, lying and being in the Town of New Windsor, County of Orange and State of New York and more particularly bounded and described as follows:

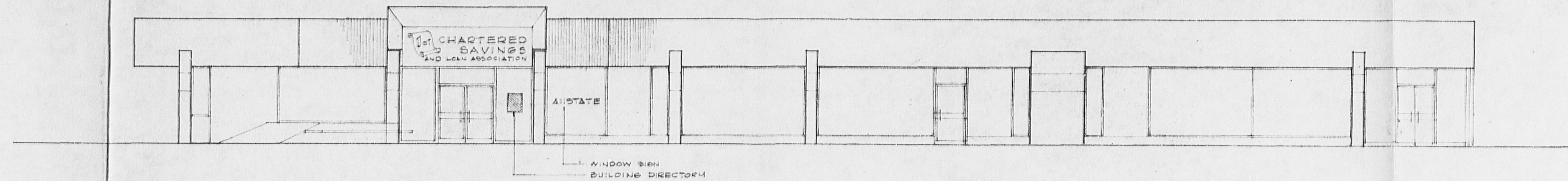
BEGINNING at a point in the Easterly line of Route 32, said point being located South $41^{\circ} - 24' - 20''$ West 4.49' from a concrete monument in the Easterly line of Route 32, said monument being located to the South of the intersection of Route 32 with the old road thru Forge Hill Farms; thence from said point of beginning South $51^{\circ} - 42' - 20''$ East 200.0' to a point; thence South $38^{\circ} - 17' - 40''$ West 200.00' to a point; thence North $51^{\circ} - 42' - 20''$ West 207.92' to a point in the Easterly line of Route 32; thence along the Easterly line of Route 32 on the remaining two courses North $38^{\circ} - 17' - 40''$ East 54.50' and North $41^{\circ} - 24' - 20''$ East 145.71 to the point of beginning, and containing 0.9, more or less, acres.

SUBJECT, however, to the following covenants and restrictions which shall run with title to the land:

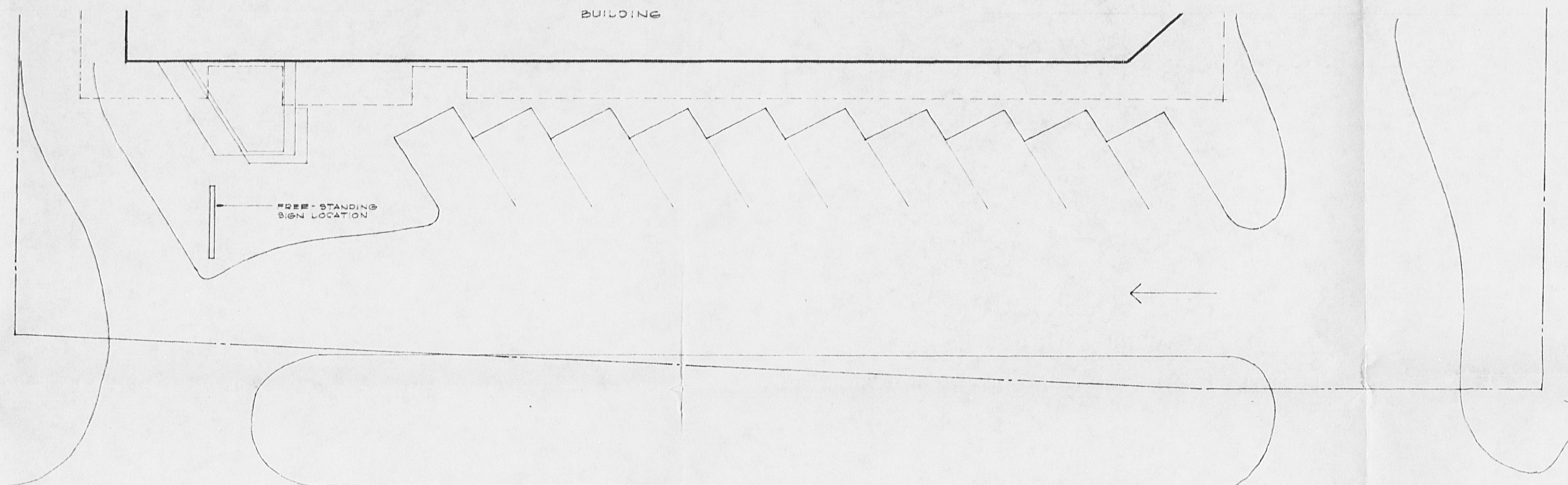
1. No building or other structure shall be erected on said premises within 40 feet of the front line of said premises.

BEING the same premises conveyed by THE WINDSOR BUILDING SUPPLIES COMPANY, INC. to HENRY KROPOSKI and WALTER KROPOSKI by Deed dated September 30th, 1959 and recorded in the Orange County Clerk's Office on November 16th, 1959 in Liber 1529 of Deeds at page 483.

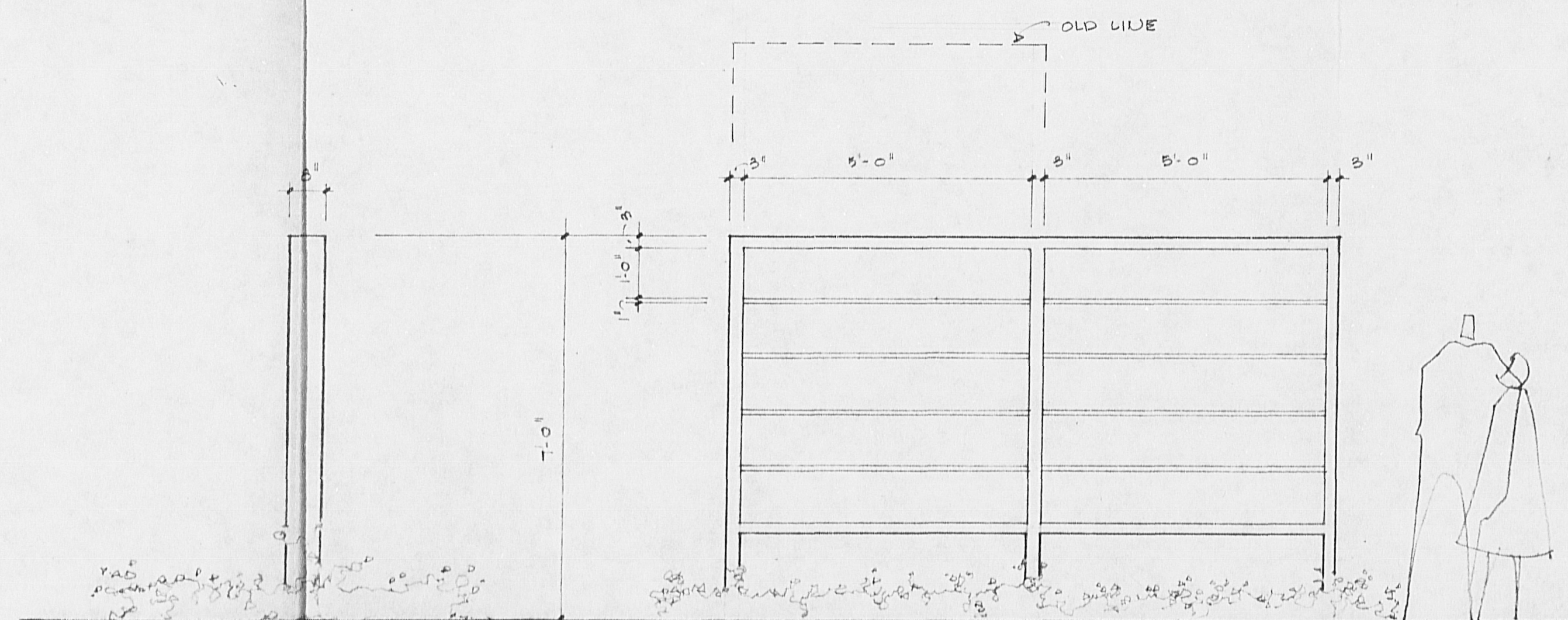




WEST ELEVATION
1/8" = 1'-0"



SIGN LOCATION PLAN
1" = 10'-0"

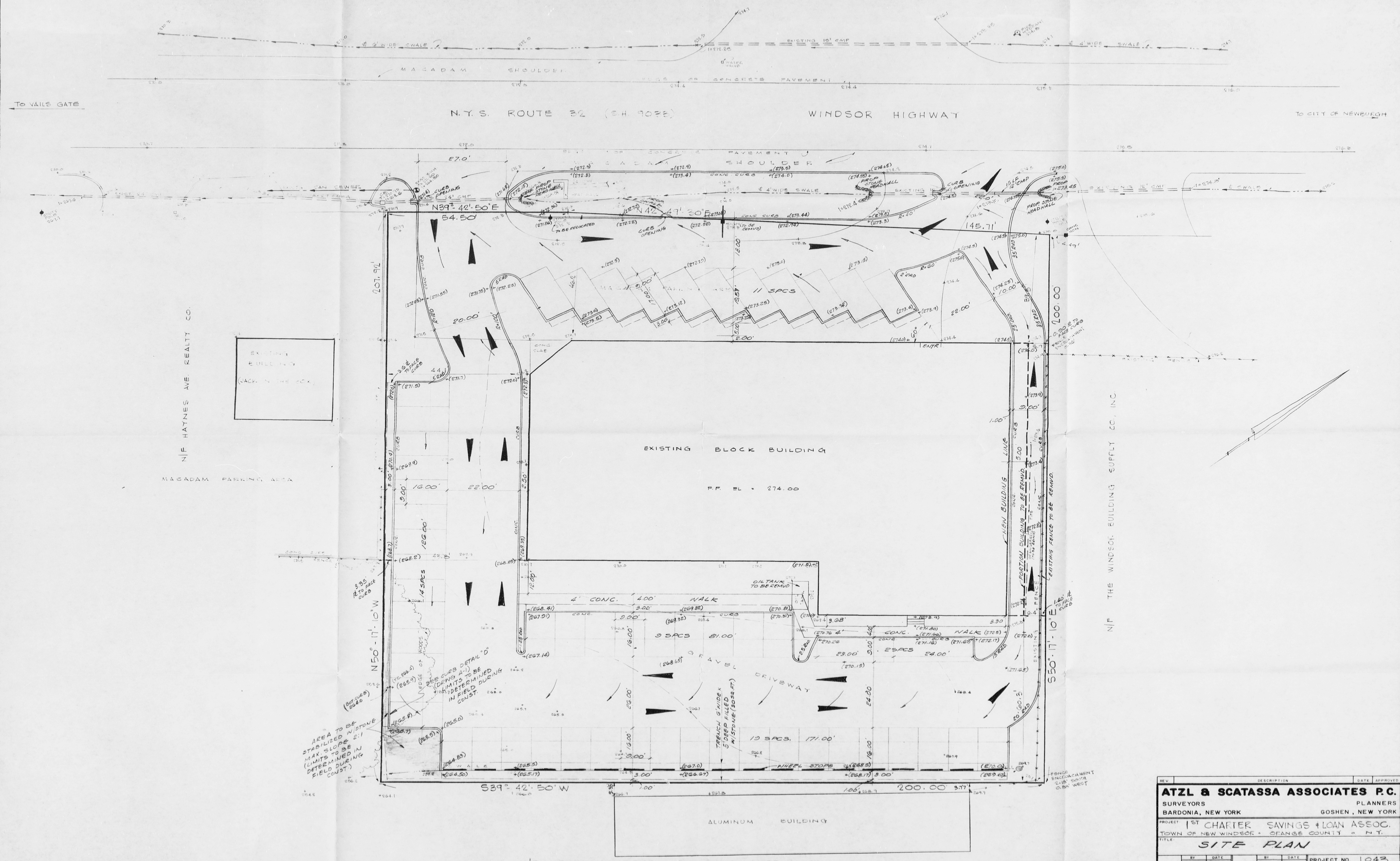


SIDE ELEVATION
1/8" = 1'-0"

FRONT ELEVATION
1/8" = 1'-0"

REV 8/24/76
8/25/76

PRELIMINARY SIGN DEVELOPMENT	
FIRST CHARTERED SAVINGS & LOAN VALLEY GATE OFFICE	
M RUSSELL TURLEY & ASSOCIATES ARCHITECTS	
M RUSSELL TURLEY NEW CITY N.Y.	ROBERT D. HARRIS AIA BUFFALO N.Y.



REV	DESCRIPTION	DATE	APPROVED
ATZL & SCATASSA ASSOCIATES P.C.			
SURVEYORS		PLANNERS	
BARDONIA, NEW YORK		GOSHEN, NEW YORK	
PROJECT 1ST CHARTER SAVINGS & LOAN ASSOC.			
TOWN OF NEW WINDSOR - ORANGE COUNTY - N.Y.			
TITLE SITE PLAN			
BY	DATE	BY	DATE
WJH	5-7-76		
APPROVED		PROJECT NO. 1043	
CHECKED	SCALE 1" = 10'	SHEET NO. 1	REV 0